



GOVERNMENT OF SINDH
SINDH MASS TRANSPORT AUTHORITY

Dated: 16th JULY 2021

MINUTES OF 20th CONSULTANT SELECTION COMMITTEE MEETING FOR
KARACHI MOBILITY PROJECT YELLOW BRT

Draft COMBINED EVALUATION REPORT [the CER], Finalization of NEGOTIATIONS AND Draft
NEGOTIATED CONTRACTS for Phase 1 and Phase 2

The 20th CSC meeting was convened on 16th July 2021 to have an overall discussion on the draft modified CER, minutes of Negotiation meetings and the draft negotiated contracts (for Phase 1 and Phase 2).

The CSC recalled that the draft CER was submitted to the World Bank dated 7th May 2021 and the comments from World Bank were received on 11th May 2021 [Annexure A]. As a result of the evaluation of the financial proposals, M/s Dar al Handasah JV M/s NESPAK was found to be the Most Advantageous Consultant. In compliance with the World Bank Procurement Regulations and the issued RFP, the negotiations were carried out with the M/s DAR which were concluded on 29th June 2021 [Annexure B]. The CSC reviewed that the Minutes of Negotiations were sent to the World Bank along-with the draft Negotiated Contracts for their prior review, in compliance with the World Bank Procurement Regulations, on 30th June 2021 and their comments were received on 6th July 2021.

The CSC reviewed the draft modified contracts for Phase 1 and Phase 2 along-with the draft modified CER and noted that the relevant changes / modifications have been made in line with the minutes of negotiations and the comments from the World Bank [Annexure C].

As included in the CER, following is the combined evaluated scores in compliance with the ITC 27.1 of the issued RFP:

CONSULTANT	COMBINED EVALUATION SCORE	RANK
M/s TYPSPA (and its JV partner)	76.36	2
M/s Dar Al Handasah (and its JV partner)	90.94	1

The Contract price for Phase 1, inclusive of all indirect taxes is as follows:

The Contract price inclusive of all indirect taxes:

- i) USD 2,595,410/= (USD Two Million Five Ninety Five Thousand Four Hundred Ten only)
- ii) PKR 185,836,166 /= (PKR One Hundred Eighty Five Million Eight Hundred Thirty Six Thousand One Hundred Sixty Six only)

The Contract price for Phase 2, inclusive of all indirect taxes is as follows:

The Total Cost inclusive of all indirect taxes:

USD 4,337,029/= (USD Four Million Three Hundred Thirty Seven Thousand Twenty Nine only)

PKR 554,546,506 /= (PKR Five Hundred Fifty Four Million Five Hundred Forty Six Thousand Five Hundred Six only)

Decision:

The CSC agreed that:

- i) The draft modified CER and the draft modified Contracts [for Phase 1 and Phase 2] may be sent to the World Bank for their final review and issuance of No Objection
- ii) Issuance of Notification of Intention of Award in compliance with the World Bank Procurement Regulations after obtaining No Objection from World Bank which will basically start the mandatory 10 business days standstill period.
- iii) That the recommendation for Awarding the Contract may be made to the Competent Authority, i.e. Secretary Transport & Mass Transit Department, Govt. of Sindh for the final approval.



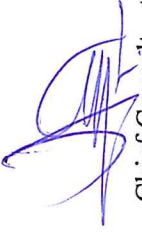
Deputy Director (Contracts)
Sindh Mass Transit Authority
Government of Sindh



Director (Finance & Accounts)
Sindh Mass Transit Authority
Government of Sindh



Chief Transport
Planning & Development Department,
Government of Sindh



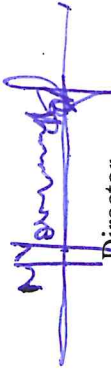
Chief Consultant
Transport & Mass Transit Department
Government of Sindh

Have left this position

Director (ITS)
Sindh Mass Transit Authority
Government of Sindh

Have left this position

Director, Finance
PPP Unit, Finance Department,
Government of Sindh



Director
(Projects/Infrastructure)
Sindh Mass Transit Authority
Government of Sindh



Project Director,
BRT Yellow Line
Sindh Mass Transit Authority
Government of Sindh



Managing Director
Sindh Mass Transit Authority
Government of Sindh



Muhammad Yousuf Munir <director.infra.smta@gmail.com>

RE: PK-SMTA-122605-CS-QCBS - CER

Said Dahdah <sdahdah@worldbank.org>

To: Muhammad Yousuf Munir <director.infra.smta@gmail.com>

Cc: Project Director <pd.kmp.ylc@gmail.com>, Haider Raza <hraza@worldbank.org>, Hasan Afzal Zaidi <hzaidi@worldbank.org>, SMTA INFRA <kmp.infra.smta@gmail.com>

Tue, May 11, 2021 at 11:58 AM

Dear Yousuf,

We have reviewed the draft CER following the opening of the financial proposals . It looks very good in general, well done, we just have minor comments for you to address as you finalize the CER.

Please note the official NO on CER comes at the same time when you submit it together with the draft negotiated contract , this is done as a single step in STEP. But let's not worry about our friend STEP now, we keep going and clearing things by email first.

Comments:

1. No conditional offer is to be accepted; the interest rates of late payments were mentioned in the RFP. The Evaluation Report should specifically add a statement that this condition by TYP SA for late payment interest is conflicting to the requirements as stated under General Conditions of Contract Clauses 47 for Time Based Contract and 43 for the Lump Sum Contract. Both of these GCCs have SCCs which specify the interest rate on late payment as 1% annual rate irrespective of the currency of the payment.
2. Form IIA, paragraph 4.6- weightage scores should be used and slight amendment to the title of paragraph as commented on the attached document. At the moment you are using the /100 for technical score and the weighted for financial score , both should be the weighted . The total is fine.
3. Financial proposal of TYP SA does not include the provisional Sum of \$100,000. Please reflect this in the adjustment , split it in half over phase 1 and 2 (\$50,000 each). This will not change the evaluation but for completeness your adjustment table (Form II-B and summary in main text) should reflect your write up about missing items etc..

On this point, it is not very clear to us if the adjustments are complete and correct , so please take a final look at it and add supportive text to back up your adjustments in the footnotes of Form II-B.

Next Steps:

Please go ahead and invite Dar JV for contract negotiations immediately after Eid. Please don't delay it. Just to give you an idea how delayed we are, the RFP mentioned contract negotiations to take place January 2021.

1. I refer you to RFP ITCs 28 and 29 to guide your negotiations. Please read them very carefully , they are detailed.
2. The two drafts contracts (lump sum and time based) are already in the RFP , these should be used and only allowable changes as explained in the ITCs and Regulations can be done
3. Once you negotiate , share with us the draft negotiated contracts so we review and issue NO. There is a Standstill Period and two Notifications that you need to issue before you can sign , we get into that in due course.

If you want, we can do a preparatory session with you ahead of negotiations as we did last time, up to you let us know.

Best regards

Said

From: Muhammad Yousuf Munir <director.infra.smta@gmail.com>
Sent: Friday, [REDACTED]
To: Said Dahdah <sdahdah@worldbank.org>
Cc: Project Director <pd.kmp.ylc@gmail.com>; Haider Raza <hraza@worldbank.org>; Hasan Afzal Zaidi <hzaidi@worldbank.org>; SMTA INFRA <kmp.infra.smta@gmail.com>
Subject: Re: PK-SMTA-122605-CS-QCBS - Minutes of Meeting (opening of financial proposal) on 29th April 2021

[External]

Greetings World Bank team,

Dear Mr Said,

As committed, please find attached Draft CER for your review and comments.

Regards

On Mon, May 3, 2021 at 12:37 PM Said Dahdah <sdahdah@worldbank.org> wrote:

Dear Mr. Yousuf,

Well noted. You are right this may be the cause of not allowing you to upload the minutes of the opening of financial proposals. It seems we are still experiencing difficulties at our end to clear the Complaint in STEP, we are working on it and you will be informed accordingly.

So don't worry about STEP for now, please focus on evaluating the financial proposals. I remind you please to follow the relevant ITCs and the Regulations while doing the financial evaluations. The CER template will also guide you. **Please follow strictly to avoid back and forth.**

Best regards

Said

From: Project Director <pd.kmp.ylc@gmail.com>
Sent: Monday, May 3, 2021 12:30 PM
To: Said Dahdah <sdahdah@worldbank.org>
Cc: Muhammad Yousuf Munir <director.infra.smta@gmail.com>; Haider Raza <hraza@worldbank.org>; Hasan Afzal Zaidi <hzaidi@worldbank.org>; SMTA INFRA <kmp.infra.smta@gmail.com>
Subject: Re: PK-SMTA-122605-CS-QCBS - Minutes of Meeting (opening of financial proposal) on 29th April 2021

[External]

Dear Mr. Said

8/2/2021

Gmail - RE: PK-SMTA-122605-CS-QCBS - CER

Thanks for your email. It is intimated that we are working to finalise the Financial Evaluation along with the Combined Evaluation Report that is expected to be submitted to you before the deadline. However, it is noted that a **complaint** (from M/S Osmani Consultant JV Khatib & Alami) **is still open** (though you have closed it by email) **on STEP**, which I guess is hindering the process of uploading the Financial Opening meeting minutes to STEP.

It is, therefore, requested that please resolve this issue as soon as possible so the minutes can be uploaded to STEP.

Regards.

On Mon, May 3, 2021 at 12:08 PM Said Dahdah <sdahdah@worldbank.org> wrote:

Dear Mr. Yousuf,

We are fine with these records for the opening of the financial proposals despite they are more elaborated than what we normally require but that is fine if they are suit your internal procedure.

Please upload them in STEP as soon as possible.

Please proceed with the evaluation of the 2 financial proposals that you received and send us the first draft of the CER by end of this week please. We will be calling you every day to check on the progress. There is a meeting with Mr. Waseem this Thursday and we would like to report to him during this meeting that the draft CER has been submitted to the Bank (**not it will be submitted**).

Thanks again for all your hard work, you are almost there

Best regards

Said

From: Muhammad Yousuf Munir <director.infra.smta@gmail.com>
Sent: Friday, April 30, 2021 5:23 PM
To: Said Dahdah <sdahdah@worldbank.org>
Cc: Haider Raza <hraza@worldbank.org>; Hasan Afzal Zaidi <hzaidi@worldbank.org>; Project Director <pd.kmp.yic@gmail.com>; SMTA INFRA <kmp.infra.smta@gmail.com>
Subject: PK-SMTA-122605-CS-QCBS - Minutes of Meeting (opening of financial proposal) on 29th April 2021

[External]

Greetings World Bank team,

Dear Mr. Said,

Please refer to the subject matter and find attached.

We tried to upload the same on STEP but apparently, it was not responding. We will try again and upload the same on STEP.

8/2/2021

Gmail - RE: PK-SMTA-122605-CS-QCBS - CER

We are going to inform the consultants (through email) on the yesterday's proceedings shortly, in compliance to the ITC 23.5 (..... "*copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank*")

Regards,
Yousuf Munir

Imran Bhatti
Project Director (Yellow Line BRTS)
Karachi Urban Mobility Project
Sindh Mass Transit Authority

Gout. of Sindh
+923002200275

 CER_7May2021_WBcomments.pdf
10850K



SMTA INFRA <kmp.infra.smta@gmail.com>

Minutes of Negotiations

Ali Abbany <Ali.Abbany@dar.com>

To: SMTA INFRA <kmp.infra.smta@gmail.com>

Cc: Project Director <pd.kmp.ylc@gmail.com>, Consultant P & C TMTD <planning.smtc@gmail.com>, Rafay Ali Laghari <rafay.laghari.smta@gmail.com>, Rehan Zamin <rehanzamin@gmail.com>, Tamer Ahmad <Tamer.Ahmad@dar.com>, Procurement and Contract Management Specialist <pcms.kmp.ylc@gmail.com>

Tue, Jun 29, 2021 at 6:21 PM

Dear Sir,

Thank you for your email – minutes signed as attached.

Regards,

Ali Abbany

From: SMTA INFRA <kmp.infra.smta@gmail.com>

Sent: Tuesday, June 29, 2021 2:03 PM

To: Ali Abbany <Ali.Abbany@dar.com>

Cc: Project Director <pd.kmp.ylc@gmail.com>; Consultant P & C TMTD <planning.smtc@gmail.com>; Rafay Ali Laghari <rafay.laghari.smta@gmail.com>; Rehan Zamin <rehanzamin@gmail.com>; Tamer Ahmad <Tamer.Ahmad@dar.com>; Procurement and Contract Management Specialist <pcms.kmp.ylc@gmail.com>

Subject: Re: Minutes of Negotiations

! External Email, Use Caution !

Dear Mr Ali Abbany,

Please refer to the attached Final Minutes of Negotiations. Please note that an additional point of discussion at 31 is added in these minutes which is regarding converting USD paid in PKR in **PKR only** as agreed earlier between us. Please review and return the same document with signature, at the earliest.

Regards

p.s: dear Tamer, as discussed in the video meeting earlier today, we sent the final version of minutes of negotiations through this email. thank you

On Wed, Jun 23, 2021 at 1:35 PM Ali Abbany <Ali.Abbany@dar.com> wrote:

Dear Sir,

Thank you for your below email.

We prefer to maintain the prices as per our financial proposal, i.e. subdivided into USD, USD paid in PKR, and PKR.

Alternatively if you wish to keep only USD and PKR in the contract, then the reimbursable expenses indicated as "USD to be paid in PKR" would be added to the USD part not PKR as per your below proposal. We priced those expenses in USD and kindly request to maintain them as such.

Regards,

Ali Abbany

From: SMTA INFRA <kmp.infra.smta@gmail.com>

Sent: Wednesday, June 23, 2021 8:53 AM

To: Ali Abbany <Ali.Abbany@dar.com>

Cc: Project Director <pd.kmp.ylc@gmail.com>; Consultant P & C TMTD <planning.smtc@gmail.com>; Rafay Ali Laghari <rafay.laghari.smta@gmail.com>; Rehan Zamin <rehanzamin@gmail.com>; Tamer Ahmad <Tamer.Ahmad@dar.com>

Subject: Re: Minutes of Negotiations

! External Email, Use Caution !

Assalam o Alaikum,

Dear Mr Ali,

Thank you for your timely reply to our earlier email and for agreeing on the proposed changes in the minutes. During our discussion there is *one more* aspect being highlighted which is mentioned below in detail for our mutual understanding and consensus.

In the financial proposal, a part of the re-imburseable expenditures are indicated in USD to be paid in PKR. Based on our internal discussion with the committee, we suggest that all the reimbursable expenditures which are mentioned in USD to be paid in PKR be considered in PKR. This essentially means, that the Contract Price (in Phase 1) and the Ceiling Price (in Phase 2) be indicated in only in USD and PKR.

This suggestion is in *compliance* with the ITC 16.4 of the issued RFP which states that the Consultant is required to mention the part of the price representing local cost in the national currency, implying that all those items which the Consultant will incur in the local currency must be mentioned in PKR.

For the conversion of all those expenditures mentioned in USD to be paid in PKR and which are to be now included as PKR, the conversion rate to be adopted shall be 8th January 2021 (i.e. 7 days prior to submission of proposal) published by the State Bank of Pakistan which is in compliance with the ITC 26.1

Looking forward to your response please.

Safe day ahead,

Regards

On Mon, Jun 21, 2021 at 6:00 PM Ali Abbany <Ali.Abbany@dar.com> wrote:

Dear Sir,

Thank you for the below email - we are OK with your proposed revisions to the minutes as attached.

Regards,

Ali

From: SMTA INFRA <kmp.infra.smta@gmail.com>
Sent: Sunday, June 20, 2021 12:37 PM
To: Ali Abbany <Ali.Abbany@dar.com>
Cc: Rehan Zamin <rehanzamin@gmail.com>; Tamer Ahmad <Tamer.Ahmad@dar.com>; Consultant P & C TMTD <planning.smtc@gmail.com>; Project Director <pd.kmp.ylc@gmail.com>; Rafay Ali Laghari <rafay.laghari.smta@gmail.com>
Subject: Re: Minutes of Negotiations

! External Email, Use Caution !

Assalam o Alaikum,

Dear Mr Ali,

Please find attached minutes of negotiations with some modifications (specially refer to Point No. 1,2 & 15) being incorporated after our discussions with the World Bank. This is for your information and we are available to discuss these changes for finalization.

The idea to incorporate regarding "*seeking exemption for travel restriction*" has been particularly emphasized in our discussions with the World Bank. This 80% time requirement in Karachi was primarily added in the contract to emphasize on the quality of the deliverables desired and knowledge transfer (not to mention much needed closed coordination due to the project's nature). One more serious reason is that one of the pre-qualified consultants did not submit proposals because their request to relax these conditions of specific key experts from lead member and their 80% time in Karachi was rejected by the SMTA.

The payment schedule has been modified, keeping in consideration, ease of transactions and the timeline of deliverables in addition to a restriction of minimum amount of payment which can be paid to the consultant in US dollars. We are open to discuss more on this as this is different which was agreed before.

Looking forward.

Regards

On Tue, Jun 15, 2021 at 10:26 PM Ali Abbany <Ali.Abbany@dar.com> wrote:

| Dear Sir,

Thank you for the below email and attachment, which indeed reflects the agreements made during our discussions over the last and current week.

Regards

Ali Abbany

Get Outlook for iOS

From: SMTA INFRA <kmp.infra.smta@gmail.com>

Sent: Tuesday, June 15, 2021 6:33 pm

To: Ali Abbany

Cc: Rehan Zamin; Tamer Ahmad; Consultant P & C TMTD; Procurement and Contract Management Specialist; Project Director

Subject: Minutes of Negotiations

! External Email, Use Caution !

Dear Mr Ali,

Thanks for the quick call today. As discussed, attached is the Minute of Negotiations. We have't removed the track changes for ease of review but the points are agreed between us. Please let's use this thread **specifically to finalize these minutes only.**

Let's discuss more, meanwhile. Thank you

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 **Final Minutes of Negotiations.pdf**

3402K



SMTA INFRA <kmp.infra.smta@gmail.com>

PK-SMTA-122605-CS-QCBS - Draft Contracts for Phase 1 & 2 with Appendices and Minutes of Negotiation Meeting for NO

Haider Raza <hrazaz@worldbank.org>

To: Zafar Iqbal <pcms.kmp.ylc@gmail.com>

Cc: Hasan Afzal Zaidi <hzaidi@worldbank.org>, Lincoln Flor <lflor@worldbank.org>, Syed Wajahat Ali Shah <sshah17@worldbank.org>, Project Director <pd.kmp.ylc@gmail.com>, SMTA INFRA <kmp.infra.smta@gmail.com>, Muhammad Yousuf Munir <director.infra.smta@gmail.com>, Rafay Ali Laghari <rafay.laghari.smta@gmail.com>

Tue, Jul 6, 2021 at 10:17 AM

Dear Zafar,

Thank you for sharing the draft contracts. Please note that we cannot access the system to see the combined evaluation report and other necessary documents, hence, these comments may not be conclusive considering the final report and documents are not readily available for review. The STEP System will be accessible after 7 July 2021. For the next submission, please attach a copy of the final combined evaluation report and financial proposal from the selected consultant on STEP for processing the required no-objection after attending to the following comments:

Commercial Comments:

1. Phase 1, Lump-sum Contract: SCC39.1 Whereas the total Contract Price in USD is **3,046,719/= (Three Million Forty Six Thousand Seven Hundred Nineteen only)** (1PKR= 0.0062USD Base Rate for Conversion). Please state the total contract price in the currencies of US\$ and PKR as quoted by the consultant in the proposal and remove the exchange rate. It is not necessary to convert the price into US\$. Please keep the Foreign Currency Portion in the US\$ and Local Currency Portion in PKR, if any.
2. Phase 1, Lump-sum Contract: SCC40.1 and 40.2: the Consultant, Sub-consultants and the Experts shall pay any direct & indirect taxes, duties, fees, levies and other impositions imposed,

This provision is in conflict with SCC39.1 which specifies "All applicable indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be "withheld" by the Client". Please revise this SCC using the option of "the Client shall pay all the indirect taxes on behalf of the Consultant" as in the World Bank Standard Procurement Document for Consulting Services.

3. Phase 2, Time Based Contract: SCC44.1 and 44.2: the Consultant, Sub-consultants and the Experts shall pay any direct & indirect taxes, duties, fees, levies and other impositions imposed,

This provision is in conflict with SCC42.2 which specifies "All applicable indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be "withheld" by the Client". Please revise this SCC using the option of "the Client shall pay all the indirect taxes on behalf of the Consultant" as in the World Bank Standard Procurement Document for Consulting Services.

4. Appendix C, Lump-Sum Contract for Phase-1: The column indicating the "USD Paid in Pakistan Rupee" in FIN-2 should be removed. The column indicated local costs to be incurred in PKR, however, quoted in USD in the financial proposal by the consultant which are converted and included in the contract in PKR during the contract negotiation. The note provided below already clarifies this aspect. Similarly, the same column should be

- deleted in FIN-4. Same comment applies to the relevant appendices in Time Based Contract for Phase-2.
5. Appendix C, Lump-Sum Contract for Phase-1: The "Local Tax Estimates" mentioned asterisk (*) against i) Stamp Duty Fee, and ii) Withholding Tax, whereas it does not clarify with the note what the asterisk (*) refers to. Please add relevant note to clarify. Same comment applies to the Time-Based Contract for Phase-2.
 6. Appendix C, Lump-Sum Contract for Phase-1: The "Local Tax Estimates" mention "Withholding tax", however, does not clarify that this withholding tax amount is applicable on remuneration of non-resident experts only. Please mention clearly "Withholding Tax on non-resident experts". Same comment applies to the Time-Based Contract for Phase-2.
 7. Appendix C, Lump-Sum Contract for Phase-1: The "Summary of Costs for Phase 1" under FIN-2 does not mention the total amount of the contract after inclusion of taxes. The row should be added to reflect the total amount inclusive of all estimated taxes in the currencies of the contract i.e. USD and PKR. Same comment applies to the Time-Based Contract for Phase-1.
 8. Lump-Sum Contract for Phase-1: The total price inclusive of all indirect taxes shall also be mentioned in SCC, Sub Clause 39.1.
 9. Lump-Sum Contract for Phase-1: SCC, Sub Clause 24.1, Please recheck that the value is correct and equals to 1.5 times the value of the contract. Same comment applies to the Time Based Contract for Phase-2.
 10. Time Based Contract for Phase-2: SCC, Sub Clause 43.3, Sub Para (2), please change the name of appendix from "Appendix-D" to "Appendix-C". Appendix-D refers to "Reimbursable expenses" in the Contract whereas adjustment is applicable to only "Remuneration", which are under Appendix-C.
 11. Time Based Contract for Phase-2: The total price inclusive of all indirect taxes shall also be mentioned in SCC, Sub Clause 42.2.
 12. Time Based Contract for Phase-2: SCC, Sub Clause 45.1, please remove the text "[list" from the sub clause after the colon(:).
 13. Phase 1 and Phase 2 Contract: Minutes of pre proposal and response to consultant's clarifications during the consultant selection process are included as part of the Contract under Appendix-A, Terms of Reference. Please remove this from Appendix-A.
 14. Technical team may please discuss and retrieve the Tech-4 (i.e. Approach and Methodology, Work Plan) from the Consultant's technical proposal which the Client intends to include as part of the contract under Appendix A-Terms of Reference and review for acceptance.

Comments on Appendices and Technical Section

Phase 1

Appendix A

1. Final ToR

- Items agreed during the negotiations are reflected in the ToR and specifically highlighted as "Points of Discussion as agreed during the Negotiations". As far as I could notice, all agreed items that may "impact" services were inserted.
- Since we are having two separate contracts for the two phases, the ToR section describing requirements, duties and deliverables for the Phase 2 should be removed from this appendix.
- Page 38, bottom: There is a mistake for referencing Table 5. The last paragraph on this page starts with "Table 5 below" and continues with a text that does not have anything with Table 5. Text "Table 5 below" shall be moved to the end of the first sentence one paragraph above (middle of the third row).

- Table 5 on page 39 contains "see sections 4.2.1 and 0" as a submission deadline for package 4. However, these sections do not exist.
- Page 39, section "Bidding documents": There is a text (starting with "The consultant will organize..." and ending with "... under their consulting contract") copied from somewhere which does not fit within this section (most probably from the previous section). It shall be removed.
- Page 59: The table containing points of discussion agreed during negotiations shall be removed. It is related to Phase 2.

2. Since clarifications and responses issued during the proposal preparation contain further clarifications of the ToR, it is advisable that these may be transferred to the final ToR at appropriate locations.

3. **Technical proposal:** There is no need to attach the consultant's technical proposal to the contract. It will complicate things and introduce the ground for never ending discussion, back-and-forth between client and consultant, potential disputes, etc. in case contract parties read it in a different manner. Even people within the same team can read and interpret certain elements in a different way which will create dispute during the services. Let's keep it simple since it is complicated enough. At the end, would the client require methodology updates in case of changing conditions? - No. The consultant's proposal has been reviewed and evaluated, received appropriate scoring and the client agreed to accept it (the contract is the result of the process). There were no major deficiencies in the proposed methodology, the consultant basically agreed to the requirements of the ToR, deliverables and schedules, certain topics were discussed, clarified and agreed during negotiations, and moved to final ToR. Accordingly, we have the agreed final ToR and that should be made part of the Contract(s).

Appendix B

4. TECH-6, i.e. table representing staff input, is missing.

Phase 2

Appendix A

1. Final ToR

- Since we are having two separate contracts for the two phases, the ToR section describing requirements, duties and deliverables for the Phase 1 should be removed from this appendix.
- Page 35: There is no need to insert clarification presented during negotiations for item 48. This is only clarification while the rest of the ToR and contract clearly show that the consultant will be reimbursed for support during semi-annual supervision missions.
- Page 59: The table containing points of discussion agreed during negotiations shall be removed. It presents only clarification and does not change anything within the ToR or the contract. The ToR and contract are specific and clear on the duration of services, time input of experts and respective payments. This is exactly why the consultant's methodology should not be part of the contract.

2. On the issued clarifications and responses and consultant's methodology, as above for Phase 1.

Appendix B

Completely the same set of CVs as for the Phase 1 is attached. However, Senior Procurement Specialist is not required in the Phase 2, and his CV must be excluded from

8/2/2021

Gmail - PK-SMTA-122605-CS-QCBS - Draft Contracts for Phase 1 & 2 with Appendices and Minutes of Negotiation Meeting for NO

the set. On the other hand, three CVs are missing and must be included, namely: Chief Resident Engineer/Team Leader Construction, Resident Engineer 1 and Resident Engineer 2.

We hope the above will be helpful.

Best regards,

Haider

Haider Raza

Country Procurement Leader

Senior Procurement Specialist

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From: Procurement and Contract Management Specialist <pcms.kmp.ylc@gmail.com>

Sent: Wednesday, June 30, 2021 1:24 PM

To: Haider Raza <hraza@worldbank.org>

Cc: Hasan Afzal Zaidi <hzaidi@worldbank.org>; Lincoln Flor <lflor@worldbank.org>; Said Dahdah <sdahdah@worldbank.org>; Syed Wajahat Ali Shah <sshah17@worldbank.org>; Project Director <pd.kmp.ylc@gmail.com>; SMTA INFRA <kmp.infra.smta@gmail.com>; Muhammad Yousuf Munir <director.infra.smta@gmail.com>; Rafay Ali Laghari <rafay.laghari.smta@gmail.com>

Subject: PK-SMTA-122605-CS-QCBS - Draft Contracts for Phase 1 & 2 with Appendices and Minutes of Negotiation Meeting for NO

[External]

Dear Haider Raza,

I hope my email finds you the best of your health. Please see attached Zip Folder that includes draft contracts and Minutes of Negotiation Meeting for your review and No Objection. Below are the details of the documents being shared:

1. Signed Minutes of Negotiation Meeting by both parties

8/2/2021

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2. Contract for Phase 1 with Appendices
3. Contract for Phase 2 with Appendices
4. Confirmation of Key Staff Availability by the Consultant

These Documents are also placed on the Google Drive Link mentioned below:

https://drive.google.com/drive/folders/1w-aC8bWCv-gFLt7K3peXe0_UWfV7P0Uq?usp=sharing

Regards,

Zafar Iqbal

Procurement and Contract Management Specialist

Sindh Mass Transit Authority

Karachi Mobility Project - Yellow Line BRTs



Muhammad Yousuf Munir <director.infra.smta@gmail.com>

Review Request for Combined Evaluation Report and Draft Negotiated Contract Submitted by SMTA for Pakistan - P166732 - Karachi Mobility Project - PK-SMTA-122605-CS-QCBS - Activity -1 Title: P

STEP Admin <noreply@worldbankgroup.org>

To: flfor@worldbank.org, hzaidi@worldbank.org

Cc: director.infra.smta@gmail.com, rafay.laghari.smta@gmail.com, hraza@worldbank.org, fms.ylc.kmp@gmail.com, pcms.kmp.ylc@gmail.com, sshah17@worldbank.org, managingdirector.smta@gmail.com, pd.kmp.ylc@gmail.com

Mon, Jul 12, 2021 at 5:04 PM

Muhammad Yousuf- Sindh Mass Transit Authority has submitted Combined Evaluation Report and Draft Negotiated Contract for Pakistan - P166732 - Karachi Mobility Project - PK-SMTA-122605-CS-QCBS to the Bank for Review

Greetings World Bank team,

Dear Haider sb,

Please refer to your office email dated 6th July 2021 wherein comments were provided to our submission of draft contracts (for Phase 1 and 2) vide email dated 30th June 2021.

We have incorporated comments and also made a response table (duly uploaded in STEP) for ready reference. As mentioned in your email, we have also uploaded Combined Evaluation Report.

As such, we have uploaded following documents alongwith this submission,

- 1) Combined Evaluation Report
- 2) Draft Contract Phase 1
- 3) Draft Contract Phase 2
- 4) Financial Proposal (of Recommended Consultant)
- 5) Reponse table to the comments provided vide email dated 6th July 2021.

We hope to obtain No Objection on this submission for our further necessary action. Thank you very much for your support.

Warm Regards

Yousuf Munir

STEP System Users - Click here

Bank Users - Click here



Muhammad Yousuf Munir <director.infra.smta@gmail.com>

Interim Response to Combined Evaluation Report and Draft Negotiated Contract submitted by SMTA for Pakistan - P166732 - Karachi Mobility Project - PK-SMTA-122605-CS-QCBS - Activity -1 Title: P

STEP Admin <noreply@worldbankgroup.org>

Wed, Jul 14, 2021 at 6:28 PM

To: pd.kmp.ylc@gmail.com

Cc: bparacha@worldbank.org, rquamber@worldbank.org, director.infra.smta@gmail.com, hraza@worldbank.org, pcms.kmp.ylc@gmail.com, flori@worldbank.org, sshah17@worldbank.org, pd.kmp.ylc@gmail.com, hzaiddi@worldbank.org

Interim Response has been issued by Lincoln Flor for Combined Evaluation Report and Draft Negotiated Contract for Pakistan - P166732 - Karachi Mobility Project - PK-SMTA-122605-CS-QCBS

Dear Imran,

We refer to your submission of 12 July 2021. We have reviewed the submission and found them generally in order with the exception of the followings:

1. minor revision is required which are captured in the attached document. Please review the attached document and resubmit the revised documents for the Bank's final review.
2. At this moment, there is only one Contract which his created whereas there are 2 contracts i.e. Contract-1 representing the Phase 1 activities; and Contract-2 representing the Phase 2 activities. Please create 2 Contracts in STEP one each for Phase 1 and Phase 2 respectively.

We are accordingly returning the activity for you to resubmit after necessary revisions. Thank you.

Best regards,

Lincoln Flor

STEP System Users - Click here

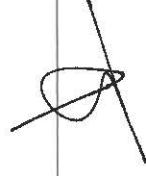
Bank Users - Click here

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31K

FINAL MINUTES OF NEGOTIATIONS		
No.	POINTS OF DISCUSSION	DECISIONS
1	<p>Availability of Key Experts in compliance with ITC 28.3.</p>	<p>The Consultant confirms availability of Key Experts as proposed in the technical proposal and in compliance with the ITC 28.3 and as a prerequisite of sub-clause 13.1[<i>Commencement of Services</i>] of the Conditions of Contract.</p> <p>Due to the circumstances imposed by the global Covid-19 pandemic, resulting travel restrictions, and in order to ensure the continued safety of both the SMTA and Consultant's employees, the 20% allowance to work from home-office according to the issued RFP, may be utilized until the travel restrictions are relaxed.</p> <p>In specific conditions, if the exemption on the travel restriction can be managed, the consultants confirm that the Key Experts will be ready to travel to Karachi, to fulfill the requirements in the issued RFP. The Consultants shall start the process to apply for exemptions to such travel restrictions with the necessary support from the SMTA as soon as the contract is signed.</p>
2	<p><u>Consultant' proposed organization chart for Design and Supervision stages:</u></p> <p>The Consultant' proposed organization chart for Design and Supervision stages was presented, highlighting to SMTA the unavailability of some (key / non-key) staff identified in their technical proposal, particularly in terms of full time presence in Karachi due to Covid-19 conditions and travel restrictions.</p> <p>SMTA noted their understanding of the pandemic and travel ban restrictions, and mentioned that they would be flexible in this regard.</p> <p>SMTA added that we could benefit from the 20% allowance in the TOR for home-office work in the initial months, and if the pandemic situation persists longer we might need to find a work-around solution to overcome it.</p>	<p>As per the presentation from the Consultant JV, following <i>Non-Key</i> staff are not available and the consultant will propose alternate staff for these positions:</p> <ul style="list-style-type: none"> i) Utility Engineer ii) Environmental Safeguard Specialist iii) Drainage Engineer <p>SMTA agreed. However, please note that as per the TORs, the proposed non-key staff shall be of equivalent or better qualification compared to the originally proposed, and subject to the prior approval of the Client pursuant to GCC, Sub Clause 31.2.</p> <p>As per the JV's presentation, following <i>Key Staff</i> may not travel currently to Karachi due to Covid-19 travel restrictions:</p> <ul style="list-style-type: none"> i) Senior Urban Road & BRT System Expert – Team Leader Design ii) Senior BRT System Design Expert iii) Senior Procurement Specialist




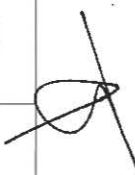

		<p>The Consultant agrees that as per the issued RFP, the above mentioned Key Staff need to be from Lead Firm and be based in Karachi for the 80% of their required (proposed) person months.</p> <p>The requirement of Key Experts availability in the field with 80% of their man-month utilization is the mandatory requirement. It is pertinent to mention that one of the prequalified consultant requested to soften this requirement which was not accepted by the Consultant Selection Committee of SMTA. This became the reason that the referred prequalified Consultant did not submit their proposal.</p> <p>SMTA is well-aware of the global pandemic issue and agrees that the 20% allowance to work from home office may be utilized until travel advisory allows (including special permission to travel from the concerned local authorities of Pakistan, which if granted, the Consultant is anticipated to mobilize such key experts with the Client's approval.</p>
3	<p><u>Updated CV of the proposed Senior BRT System Design Expert</u></p> <p>SMTA requested the updated CV of the proposed Senior BRT System Design Expert as proposed in the technical proposal.</p>	<p>Updated CV received and acknowledged.</p>
4	<p><u>Consultant's commitment to the priority Package 4 (Jam Sadiq Bridge);</u></p> <p>SMTA enquired about the commitment of the Consultant to the priority Package 4 (Jam Sadiq Bridge) Consultants assured SMTA their full commitment to start work immediately once the contract for consulting services is awarded, closely coordinating with SMTA to collect the necessary data in order to prepare comprehensive Design Build bidding documents with sufficient information for the bidders to provide reasonable/competitive bids and protect SMTA from any future claims.</p>	<p>Acknowledged. Starting the civil works of Package 4 is on high priority for SMTA. It is agreed that the Consultant commits to complete design review and preparation of bidding documents in <u>8 weeks</u> positively.</p> <p>In addition to this, the support from the Consultant to fulfill the relevant Safeguard Regulatory requirements is anticipated in line with the TORs.</p>

5	<p><u>Consultant's Technical Proposal (TECH-4) to be made part of the final TOR (Appendix A):</u></p> <p>SMTA suggested to include Consultant's technical proposal (TECH 4) in the final TOR.(part of Annexure A)</p>	<p>Agreed.</p>
6	<p><u>Preliminary Studies and Design:</u></p> <p>SMTA mentioned the importance of conducting the initial studies, as mentioned in the TORs, and reviewing the available preliminary designs early on in the project; Consultant concurred and highlighted the importance of fixing the preliminary design at an early stage to avoid any re-work in the subsequent detailed design stages.</p>	<p>Acknowledged. The consultant JV agrees to undertake detailed <i>supporting technical studies and analysis</i> (with special emphasis on <u>Traffic and Drainage</u>) as per the TORs (and proposed methodology following best industry practices).</p>
7	<p><u>Drainage Design:</u></p> <p>SMTA enquired on the Consultant JV's strategy with respect to the drainage design. Consultant confirmed that they will rely on their experience in similar projects to develop a reliable Drainage System for the BRT Corridor and the off corridor interventions. However, it is essential to ensure that the surrounding areas do not affect the project (since this project will not resolve the drainage problems outside the scope of work). The Consultant noted that if needed, they will highlight areas outside the project limits where drainage problems may be envisaged for SMTA to raise with concerned authorities.</p>	<p>Acknowledged. In the discussion, SMTA mentioned about the torrential rains in Karachi in 2020.</p> <p>SMTA also mentioned that the Consultant JV is anticipated to provide a Detailed Analysis and impact on Drainage, pre and post BRT construction through a computer aided model as a part of the <i>hydrological regime study</i>, which is agreed by the Consultant.</p>

8	<p><u>Road Safety Audit:</u></p> <p>SMTA mentioned that while road safety audit was carried out during preliminary design and incorporated in the final deliverables, additional independent Road Safety reviews could be carried out during the detailed design.</p> <p>The Consultant informed and agreed that even though their design will follow all the required safety measures, they welcome any independent safety reviews and will incorporate relevant/agreed recommendations where needed, in compliance with the TORs.</p>	Acknowledged and Agreed.
9	<p><u>Phase 2 - Clause 13.1][Commencement of Services]:</u></p> <p>SMTA agreed to link the Commencement of Services for Phase 2 with a written Notice to Proceed by SMTA, as suggested by the Consultant</p> <p>SMTA suggested that similarly, in the Sub-Clause 11.1 <i>[Effectiveness of Contract]</i>, confirmation of key experts need to be added as an additional requirement of contract effectiveness.</p>	Agreed by the Consultant. The Phase 2 contract Clause 11.1 shall be modified accordingly.
10	<p><u>Sub-Clause 23 [Liability of the Consultant] and Sub-Clause 24 [Insurance to be taken out by the Consultant]:</u></p> <p>The Consultant JV requested that the limit of the professional liability be made 100% rather than 150% of the contract value (as mentioned in the RFP).</p>	SMTA advised that the limit of the liability (150% of the contract value) could not be changed at this stage, as it is against the Competitive procurement process / Spirit of Procurement.
11	<p><u>ITS Consultant:</u></p> <p>The Consultant JV requested for confirmation that the ITS consultants will be appointed at the early stage of this project and that they will provide their input in line with this project schedule.</p> <p>Consultant confirmed that any project's component that will not require input from ITS consultant will not be affected, and that</p>	<p>Agreed. SMTA appreciated the Consultant JV's remark about the importance of the timely input from the ITS Consultant.</p> <p>It is anticipated that the completion of the detailed design and bidding documents for Package 1 and 2 be carried out by the Consultant JV in such a way that the inputs from the ITS consultant be incorporated in the design at the later stage,</p>

	they will highlight to SMTA where exactly such input is required ahead of time.	without delaying the start of construction and sequencing the construction activities accordingly. The approach was mutually agreed.
12	<p><u>Schedule for Bus Depot 1 and 2:</u></p> <p>The duration indicated in the proposed schedule is 31 weeks for the finalization of detailed designs and bidding documents. SMTA mentioned that these are priority packages and it will be appreciated if proposed schedule of 31 weeks could be reduced to start the construction activity on these two packages earlier.</p> <p>SMTA also mentioned that the finalization of Safeguard Documents will also be required before starting construction as per the local regulations and World Bank policies, in line with the TORs.</p>	<p>The Consultant JV confirmed they will strive for reducing these timelines as much as possible with closed coordination with SMTA.</p>
13	<p><u>Sub-Clause 27 [Proprietary Rights of the Client in Reports and Records]:</u></p> <p>The Consultant requested to discuss and clarify the applicability of this clause on “software”, and also how to protect the Consultant’s design rights.</p>	<p>It was agreed and clarified that the procurement of software is not the part of the TORs. However, the Consultant shall hand-over the deliverables to the SMTA as per the TORs including soft copies of the drawings; model(s); and simulations in relevant software version but not the software(s) itself.</p>
14	<p><u>Advance Payment:</u></p> <p>The Consultant JV requested to increase the Advance Payment from 5% to 10% for Phase 1 and Phase 2</p>	<p>SMTA accepted this request and agreed to pay 10% of the Advance Payment at contract effectiveness of Phase 1 and at Commencement of Services of Phase 2. SCC 42.2.1[<i>Advance Payment</i>] of Conditions of Contract for Phase 1 shall be amended accordingly.</p> <p>Similarly, SCC 46.1(a) [<i>Advance Payment</i>] of Conditions of Contract for Phase 2 shall be amended accordingly.</p>
15	<p><u>The Payment Schedule for Lump sum Contract:</u></p> <p>The Consultant requested to equally split the lump sum installment payments between submission and acceptance of related deliverable (50% of the payment upon submission of deliverable, 50% of the payment upon acceptance of the deliverable)</p>	<p>SMTA accepted and agreed to amend the Special Condition of Contract (SCC) 42.2 [<i>The Payment Schedule</i>] for Phase 1 contract, according to the following percentage of the Contract Price against respective deliverables, as noted below:</p> <ol style="list-style-type: none"> 1. 10% upon approval of the Final Inception Report 2. 20% for 8 Interim Reports –Supporting Studies and Analysis:

	<p>a. 10% upon approval of the following Final Reports:</p> <ul style="list-style-type: none"> i) Topographic Report ii) Residual Pavement Strength Survey iii) Structural Condition Survey iv) Geotechnical Survey and Investigations <p>b. 10% upon approval of the following Final Reports</p> <ul style="list-style-type: none"> i) Traffic Engineering Study ii) Parking Study iii) Hydrological Study iv) Utility Survey <p>3. 35% for the whole set of Detailed Design (including BIM deliverable and safeguard reports at each Draft and Final submission) divided as follows:</p> <ul style="list-style-type: none"> a. Package 1 and Package 2 – Depot 1 and 2: 6% upon approval of Package 1 and Package 2 Final Detailed Design set b. Package 3 – BRT Corridor (Segment 0,1,2): 12% upon approval of Package 3 Final Detailed Design set c. Package 5 – BRT Corridor (Segment 4,5,6,7): 12% upon approval of Package 5 Final Detailed Design set d. Package 6 – Off Corridor Improvement: 5% upon approval of Package 6 Final Detailed Design set <p>4. 25% upon the approval of whole set of bidding documents and procurement support divided as follows:</p> <ul style="list-style-type: none"> a. 4% for Packages 1 and 2– Depot 1 and 2 b. 5% Package 4 – One Km long Bridge (Segment 3): c. 6% for Package 3 – BRT Corridor (Segment 0,1,2):
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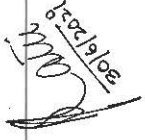

		0,1,2): d. 6% for Package 5– BRT Corridor (Seg 4,5,6,7) and e. 4% Off Corridor Improvement: 5. 10% for the approval of Final Detailed Design Review Report for Package 4.
16	<p><u>Lump Sum Installment Payments and The Final Payment:</u></p> <p>The Consultant mentioned that in Phase 1 Contract, GCC Sub-Clause 42.2.2 [<i>The Lump-Sum Installment Payments</i>] and 42.2.3 [<i>The Final Payment</i>], the time mentioned for the Client to give comments on the submitted invoice/deliverable is 60 days for Installment Payments and 90 days for Final Payment respectively.</p> <p>The Consultant therefore requested to reduce this period to 21 calendar days for Installment Payments and 30 calendar days for Final Payment.</p> <p>Similarly, according to Sub-Clause 42.2.2 [<i>The Lump-Sum Installment Payments</i>] and 42.2.3 [<i>The Final Payment</i>], it is mentioned that the Client may clear the Installment Payments within 60 days and the Final Payment within 90 days from receipt of the corresponding invoices.</p> <p>The Consultant requested to reduce this period to 45 calendar days for Installment Payments and 60 calendar days for Final Payment.</p>	<p>SMTA accepted and agreed to amend these durations by introducing Special Conditions of Contract 42.2.2 [<i>The Lump-Sum Installment Payments</i>] and 42.2.3 [<i>The Final Payment</i>] for the Lump Sum contract for Phase 1 as noted below:</p> <p>a) Replacement of 60 days with 42 days for the Lump Sum Installment Payments. b) Replacement of 90 days with 60 days for the Final Payment.</p>
17	<p><u>Sub-Clause 46.1(b) [The Itemized Invoices]:</u></p> <p>The Consultant mentioned that in Phase 2 Sub-Clause 46.1(b) [<i>The Itemized Invoices</i>], the Client shall pay the Itemized Invoices within 60 days and the Final Payment within 90 days from receipt of the corresponding invoices.</p> <p>The Consultant requested to reduce this period to 30 calendar days for Itemized Invoices and 45 calendar days for Final</p>	<p>SMTA accepted and agreed to amend these durations by introducing Special Conditions of Contract Sub-Clause 46.1(b) [<i>The Itemized Invoices</i>], for the Lump Sum contract for Phase 2 as noted below:</p> <p>Replacement of 60 days with 42 days in for the Itemized Invoices. However the timeline of 90 days for the final payment shall remain the same.</p>

	Payment.	
18	<p><u>Interest Rate</u></p> <p>The Consultant requested to change the interest rate to KIBOR + 2% for both Phase 1 as per Sub-Clause 43.1/[<i>Interest on Delayed Payment</i>] and Sub-Clause 47.1 [<i>Interest on Delayed Payment</i>] for Phase 2 Contracts.</p>	<p>The SMTA responded that this cannot be changed at this stage since it is against the spirit of the competitive procurement.</p>
19	<p>The Consultant mentioned that the Phase 2 time period shall be 48 calendar months, divided into overall construction duration of 36 calendar months and DNP of 12 calendar months. The 36 calendar months construction duration is broken down as follows:</p> <ul style="list-style-type: none"> o Package 1: Depot 1: 12 calendar months o Package 2: Depot 2: 15 calendar months o Package 3: Road corridor & BRT infrastructure (segments 0, 1 and 2): 28.5 calendar months o Package 4: 1 km Bridge (segment 3): 24 calendar months o Package 5: Road corridor & BRT infrastructure (segments 5, 6 and 7): 24 calendar months • Package 6: Off-corridor improvements: 20 calendar months. <p>The Consultant reconfirm that their construction supervision deployment and associated remuneration have been estimated based on the above assumption. Any deviation to the above assumptions will be dealt in accordance with the Contract.</p>	<p>Please be advised that according to the issued RFP (Page 125) it mentions clearly as follows:</p> <p><i>“In addition to the personnel designated above, the Consultant shall determine the additional technical staff requirements for the assignment (engineers, procurement assistants, contract management assistants, quantity surveyors, utility coordinators, surveyors, laboratory technicians, etc.) to assist with simultaneous preparation of Detailed Design for Yellow BRT Corridor and off-corridors, and on-site supervision of the works (considering the project completion timelines and expected start of construction of the 1 km bridge under Design-Build contract), as well as administrative and support staff. <u>All costs for the additional technical staff, administrative and support staff shall be included in the rates of non-key staff.</u>”</i></p> <p>The staff input for the Consultant's personnel estimated in the issued TOR was based on the total duration of the construction period i.e. 36 months and DNP (12 months) and was not linked to the specific work packages. Therefore, the Consultant's breakdown of construction period shall not be used for any contract related payments and Consultant shall be paid for time actually spent by each expert in the performance of services post commencement pursuant to GCC, Sub Clause 43.1. In case of additional work beyond the scope of services or exceeding the contract ceiling at some point, all further payments will be made after a signed amendment to the contract and in accordance with the already agreed unit rates for remuneration.</p> <p>Please note that from the start of the construction period, the Consultant is obliged to keep records for engagement of its staff and these records/timesheets, certified by the PMT, will</p>


		form the basis to pay the staff remuneration. The Consultant is also expected to include status of mobilization of all the consultant staff rendering services in the required "Monthly Progress Report" under the Contract. It is also anticipated that the Consultants will plan the entire project with efficient and economical resource mobilization considering the timelines.
20	<p><u>Semi-Annual Missions</u></p> <p>The Consultant requested to confirm their understanding that the Consultant will be requested to participate in semi-annual project supervision missions which may take place in Pakistan or in the neighboring countries, and that the cost of these missions will be reimbursed to the Consultant on a case-by-case basis.</p>	<p>The Consultant's understanding is correct. The consultant shall accompany on such project supervision missions, please refer Pages 102-109 of the issued RFP for clarification.</p>
21	<p><u>Reimbursable Expenditures for Phase 2:</u></p> <p>In "Phase 2 reimbursable expenditures (Vehicles during construction)" the cost indicated are the monthly rents of vehicles (including drivers, fuel and maintenance). The SMTA discussed the possibility to obtain these vehicles on lease terms by the consultant and the vehicles be handed over to the SMTA at the end of project duration.</p>	<p>It was agreed in principle. The cost (for leasing) in addition to the proposed costs shall be reimbursed to the Consultant.</p>
22	<p><u>Revision of PC-1 and Feasibility Study:</u></p> <p>The SMTA requested to include revision of PC-1 and Feasibility Study (updated, if needed) and its copies to be printed in the same scope. The SMTA requested to validate the forecasted demand through a traffic model.</p>	<p>The Consultant agreed to undertake Revision of PC1, if needed, based on the scope of services as agreed in the TORs (Appendix A). If the PC1 revision warrants the inputs from other specialties other than TORs (example buses/TTS/etc) these shall be provided to the Consultant for the incorporation in the Revised PC-1 and producing reasonable number of copies for the Client.</p>
23	<p><u>Repairing of Major Existing Structures:</u></p> <p>The consultant needs to evaluate in detail the need of any repairs (for structures other than Kala Pull and Jam Sadiq) during their preparation of detailed design.</p>	<p>The consultant will undertake necessary visual checks to confirm the condition of the existing bridge (FTC) as a part of Yellow corridor. Non Destructive Testing (NDT) if needed, will be dealt separately and is not included in the current proposal. From the preliminary design, it is understood that the existing FTC bridge is in good shape and won't need any such NDT.</p>

24	<p><u>BIM Model:</u> BIM model will be part of respective design deliverables.</p>	<p>It is agreed that the Consultant will submit LOD 300 model during Phase 1. Whereas, The Contractors onboard for different construction packages shall update this model from LOD 300 to LOD 400/500 as made part of their respective scope of works as further specified in the technical specifications/employer's requirements for relevant construction packages and submit back for review by the Consultant for final approval and record. The Consultant shall make sure that this requirement is duly taken care at the time of Request for Bid preparation.</p>
25	<p><u>Wastewater Treatment Plant:</u> Wastewater treatment plant to be provided in design of Depots, in compliance with the SEPA requirements.</p>	<p>Consultant agreed to compliance this requirement.</p>
26	<p><u>Amendments and Responses to RFP</u> The responses issued to the consultants (28th November 2020 and 21st December 2020) will be made part of Contract Agreement.</p>	<p>It was mutually agreed to make these responses part of the Contract Agreement.</p>
27	<p><u>Experts Working on the Project entitled for the Social Charges</u> This is with reference to the breakdown of fixed monthly remunerations indicated in the Model Form, in financial proposal. It includes social charges, which shall be entitled to all the proposed employees of the consultants working on the Karachi Mobility Project. Please confirm.</p>	<p>Consultant confirmed that the employees working on the Karachi Mobility Project shall be entitled for social charges.</p>
29	<p><u>Confirmation of Printing of Bidding Documents included in the Proposal:</u> SMTA inquired to confirm if DRAFTING AND REPRODUCTION OF REPORTS (page 24 of Financial proposal) includes Printing (and Logistics involved to deliver reports and bidding documents.</p>	<p>Affirmative. It was confirmed by the Consultant with the understanding that a reasonable number of printed copies of bidding documents shall be provided.</p>
30	<p><u>Taxes</u> We have provided in our Financial Proposal line items for the tax components / estimates – Please confirm or advise if we have missed any additional tax. Please also clarify how the taxes will be incorporated in the contract.</p>	<p>The matter of taxes was discussed in view of Phase 1 contract Clause 40 [<i>Taxes and Duties</i>] and Phase 2 contract Clause 44 [<i>Taxes and Duties</i>] and shall be reflected in the final contract accordingly.</p>
31	<p><u>Re-imburseable Costs for Phase 1 and Phase 2 expressed as “USD paid in Pak Rupees” in Financial proposal</u></p>	<p>Agreed by both parties.</p>

	<p>It was discussed that in the financial proposal a part of the re-imbursable expenditures are indicated in USD to be paid in PKR.</p> <p>It was discussed and agreed that all the reimbursable expenditures which are mentioned in USD to be paid in PKR be considered in PKR. This essentially means, that the Contract Price (in Phase 1) and the Ceiling Price (in Phase 2) be indicated in only in USD and PKR.</p> <p>This is in compliance with the ITC 16.4 of the issued RFP which states that the Consultant is required to mention the part of the price representing local cost in the national currency, implying that all those items which the Consultant will incur in the local currency must be mentioned in PKR.</p> <p>For the conversion of cost mentioned in <u>USD</u> to be paid in PKR and which is to be now included as <u>PKR</u> only, the conversion rate to be adopted shall be 8th January 2021 (i.e. 7 days prior to submission of proposal) published by the State Bank of Pakistan which is in compliance with the ITC 26.1</p>	


 20/01/2021

Imran Bhatti, PD Yellow Line BRTS

Ali Abbasi

 29-06-2021